

Terms and Conditions

At Home Direct 24/7 Ltd we pride ourselves on being the best at what we do. The best at making your money work harder by utilising home working staff to save on our overheads, saving you money along the way.

These Terms and Conditions apply to the Agreement between **you and us**. Please read them carefully so that you fully understand what your product provides, the contract you're entering into and what you can expect from Home Direct 24/7 Ltd

If you have any questions or require any further information please call us on 08445 7 11 247

1. Definition of the wording or terms used in this Agreement

Certain words and expressions used in these Terms and Conditions have the meanings set out in the section/s below:

"Agreement" means the agreement between you and us to carry out the Work specified in your Product, subject to these Terms and Conditions.

"Agreement Period" means the period of 12 months and any subsequent periods of 12 months for which you have agreed to pay for the Product.

"Appliance" means your Boiler for all Products and/or your Central Heating System for Products which provide Repairs to your Central Heating System.

"Beyond Economical Repair" or **"BER"** means where in our opinion the Repair could cost more than the current value of the Boiler or where the parts required are no longer readily available to Home Direct 24/7 or its approved Contractors.

"Boiler" means the boiler that is used to heat your Property, including all manufacturer fitted components within the Boiler and its Controls.

"Callout" or **"Visit"** means where We attend the Property on your request (and the term called out or Visit shall be construed accordingly).

"Central Heating System" means your gas fired Central Heating System including the Boiler and its Controls together with the pump, motorized valves, cylinder thermostat, time control, room thermostat and pressure/flow controls, radiator valves, pipe work, hot water cylinder feed and expansion tank and flue associated with the approved appliance covered under this agreement.

"Controls" means any Programmer/Time Clock/Room Thermostat /Cylinder Thermostat connected to the Boiler.

"Emergency" means a gas and/or water leak or a Total Loss of heating only to a Vulnerable Customer.

"Excess" means a policy excess which is applicable to our Bronze product only is a fixed fee you must pay after completion of the repair to us.

"Fixed Fee" means the fee payable by you under a Product referred to in section 4 which includes payment of a fixed amount in the event of a Repair, such amount shall be notified to you at the point when you take out the Agreement and when you contact us to arrange the Repair.

"Initial Inspection" means the initial safety inspection which us or our Approved Contractors will undertake in accordance with Section 9.

"Intermittent Fault" or **"Faults"** means the Boiler or Controls has periodically failed or continuing to fail at random periods.

"Order" means the your order for the supply of Products, as set out in your written acceptance of our quotation, or overleaf, as the case may be.

"Price" means the amount that you must pay us for the selected Product for the Agreement Period.

"Product" means the products as set out in Section 2.

"Property" means your normal residential dwelling where the Appliance is situated. It must be your main residence and owned by you.

"Repair" means the Repair undertaken by us or our approved contractors of a fault on your Appliance or Controls.

"Service" means the comprehensive service and safety check of the Boiler that We will undertake annually during each Agreement Period of 12 months.

"Total Loss" means that either Heating or hot Water has at present stopped functioning completely.

"Vulnerable Customer" means any person living in the Property who is aged over 70, registered disabled or where a lack of heating only could cause a danger to that person's life.

"Work" means the Initial Inspection, Service and/or Repair which We/us/our Approved Contractors carry out under this Agreement.

"We" means Home Direct 24/7 Limited, a limited company whose registered company number is 07769243 and whose registered office is 18 Stalker Walk, Sheffield, South Yorkshire, S11 8NF.

"You" means the person(s) who have purchased our Product(s) and entered into the Agreement with us.

2. Home Direct 24/7 Products

These Terms and Conditions apply to the following Products provided by us. Specific Terms and Conditions will apply for the Products we offer under Section 14.

- Bronze Plan - £20.00 Excess
- Silver Plan - No Excess
- Gold Plan – No Excess

3. Basis of contract

3.1 The Order constitutes an offer by you to purchase Goods and/or Services in accordance with these terms and conditions. The Order shall only be deemed to be accepted when we issue written acceptance of the Order at which point and on which date the Agreement shall come into existence, as set out in your welcome pack.

3.2 The Agreement constitutes the entire agreement between us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Agreement.

3.3 Any samples, drawings, descriptive matter or advertising issued by us and any illustrations or descriptions of the Products or Work contained in our brochures or on our website are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Agreement or have any contractual force.

3.4 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.5 Any quotation given by us shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

4. The Products, What's covered?

4.1 Bronze Policy:

- 4.1.1 An Initial Inspection of your Boiler and Controls.
- 4.1.2 Repair of faults on your Boiler, provided that your Boiler is not Beyond Economical Repair and providing parts are available to us or our Approved Contractors.
- 4.1.3 The cost of parts per Fault up to the sum of £150.00 (including VAT). Any additional costs above this limit must be paid for before the Work or Repair is undertaken.
- 4.1.4 Repair and/or make safe a gas or water leak within the property.
- 4.1.5 Bronze Plan operates 7 days a week, 24 hours a day.
- 4.1.6 An annual Boiler Service and efficiency check using electronic monitoring equipment.

4.2 Silver Policy:

- 4.2.1 An Initial Inspection of Your Boiler and Controls.
- 4.2.2 Repair of faults on the Boiler, provided that the Boiler is not Beyond Economical Repair (BER) or Parts are available to Us or Our Approved Contractors.
- 4.2.3 We will not charge You for Callout, Labour or Travel Expenses.
- 4.2.4 Cost of Parts per Fault including VAT does not exceed £1000.00. Additional costs above the Agreed Limit must be paid for before the Work or Repair undertaken.
- 4.2.5 Silver Plan operates 7 days a week, 24 hours a day.
- 4.2.6 An annual Boiler Service and efficiency check using electronic monitoring equipment.
- 4.2.7 Repair and/or make safe a Gas or Water leak within the property.
- 4.2.8 Central Heating Controls.
- 4.2.9 Pumps, Diverter Valves, Programmers/Timers, Room and Cylinder Thermostats.
- 4.2.10 Heating Wiring from the Fused Spur.

4.3 Gold Policy:

- 4.3.1 An Initial Inspection of Your Boiler and Controls.
- 4.3.2 Repair of faults on the Boiler, provided that the Boiler is not Beyond Economical Repair (BER) or Parts are available to Us or Our Approved Contractors.
- 4.3.3 We will not charge You for Callout, Labour or Travel Expenses.
- 4.3.4 Cost of Parts per Fault including VAT does not exceed £1000.00. Additional costs above the Agreed Limit must be paid for before the Work or Repair undertaken.
- 4.3.5 Gold Plan operates 7 days a week, 24 hours a day.
- 4.3.6 An annual Boiler Service and efficiency check using electronic monitoring equipment.
- 4.3.7 Repair and/or make safe a Gas or Water leak within the property.
- 4.3.8 Central Heating Controls, Pumps, Diverter Valves, Programmers/Timers, Room and Cylinder Thermostats.
- 4.3.9 Heating Wiring from the Fused Spur.
- 4.3.10 Leaking Radiator and/or Valves up to a maximum length of 2000mm (2 metres)
- 4.3.11 Internal Plumbing Leaks.
- 4.3.12 Internal Plumbing and Drainage.
- 4.3.13 No excess

5. Our Responsibility

- 5.1 We shall exercise reasonable care whilst carrying out the Work, We shall make every effort to ensure that the Work and any parts used during the Repair will be of satisfactory quality.
- 5.2 We shall carry out Work in accordance with all current laws and regulation and in accordance with the manufacturer's instructions and guidelines.
- 5.3 We will leave your Appliance/Controls and its surrounding area in a clean, tidy condition.
- 5.4 We will remove and dispose of any rubbish or old parts used whilst undertaking the Work.

6. Your Responsibility

It is your responsibility to ensure that:-

- 6.1 All facilities to enable us to carry out the Work (including your Property's earth wire and supply of gas, water and electricity) are supplied or installed at your Property and are in good working order;
- 6.2 All the necessary consents and permissions to carry out the Work have been obtained;
- 6.3 All information that you have provided to us that relates to the Appliance and all other information that we may request from you in order to arrange the Product and process this Agreement is true, correct and up to date;
- 6.4 The Property is safe for us to carry out the Work and you shall remove any dangerous material from the Property such as asbestos. Where asbestos has been found we will not undertake any Work until a Clean Air Certificate has been provided by an approved asbestos removal operative;
- 6.5 If you move house please contact us to arrange another inspection. Your existing contract will roll over to the new property. A further inspection will be required within 14 days of you moving in. No claim can be made until we have carried out a survey. An additional administration fee of £50 will be payable in these circumstances;
- 6.6 You continue to make monthly payments to us for the full 12 month period if you have chosen to pay monthly. If you choose to cancel the payments you will still be liable for payments for the full Agreement Period and we will contact a debt recovery agent All costs associated with this will be payable by you, together with any administration charges See section 17.4 for details and costs;

7. Eligibility

To enable us to offer you any of the Products, the following eligibility criteria shall apply:-

7.1 Your Boiler and Controls must:

- 7.1.1 Run on mains supplied Natural Gas or L.P.G Bottled Gas;
- 7.1.2 Be used for domestic purposes and not used for commercial purposes;
- 7.1.3 Be a domestic conventional boiler, combination boiler or back boiler;
- 7.1.4 Have a net output rating of less than 70KW;
- 7.1.5 Have been installed and maintained in accordance with the Manufacturer's Guidelines;
- 7.1.6 Comply with and meet all relevant laws, regulations and standards;
- 7.1.7 Be easily accessible and located in a safe, well lit and well ventilated area;
- 7.1.8 Be in full working order, at the time the Agreement was entered into with **no** pre-existing faults.

7.2 The Products are only available in mainland UK. We are unable to accept any Appliance that is situated in a mobile home, detached out house, barn, property owned by a Housing Association or Council where there is a tenancy agreement in place, properties used for commercial purposes or an Appliance which services a swimming pool.

7.3 We may not accept some Boiler makes and models. We will notify you of this either when you request the Product or when we are required to carry out Work under this Agreement.

7.4 We reserve the right to decline to accept onto a Product or carry out Work on any Appliance where the carrying out of Work would in our reasonable opinion pose a risk to the engineer's health and safety or to the health and safety of others.

7.5 We reserve the right to pre screen your Boiler and to decline to enter into an Agreement with you until such time as the Initial Inspection has been completed.

8. Agreement Period and Renewal

8.1 The term of this Agreement is 12 months and you agree to pay the Price for the Agreement Period, 24 months for a Cash Back offer.

8.2 The Agreement Period starts on the date that your application for a Product is accepted and processed by us. However, in the first year of the Agreement Period you may not request a Repair within the first 21 days.

8.3 Before the end of the Agreement Period we will write to you to notify you of the Price to renew the Product for a further period of 12 months. If you wish to continue the Agreement, you do not have to contact us and the Agreement will automatically be renewed. If you do not wish to continue, you must notify us in writing or by telephone within 14 days of your new Agreement Period commencing.

8.4 If you do not tell us that you do not wish to renew your Product in this period your Product will be renewed and you will be liable to pay the Price for the new Agreement Period.

9. Initial Inspection

9.1 We may carry out an Initial Inspection of your Appliance to ensure that:

- 9.1.1 Your Appliance is safe and operating efficiently;
- 9.1.2 It meets the eligibility criteria as set out in these Terms and Conditions;

9.2 The Appliance must pass the Initial Inspection before we accept it on to a Product and we reserve the right not carry out Repairs on the Appliance until the Initial Inspection has been undertaken by us or an Approved Contractor appointed by us. We reserve the right to cancel this Agreement, and refund any money that has already been paid by you in the current Agreement Period, unless you have provided us with false and/or negligently incorrect information prior to or at the start of the Agreement.

9.3 We aim to carry out the Initial Inspection within 21 days of the commencement of your Agreement. In periods of high demand i.e. winter/cold periods or at certain times of the year this may not be possible.

9.4 It is your responsibility to provide suitable access for us or our Approved Contractor to complete the Initial Inspection.

9.5 We will agree an appointment time with you. If we are unable to perform the Initial Inspection through no fault of our own, for instance where we cannot gain access to your property, we reserve the right not to undertake Repairs on the Appliance until such time as we have been able to complete the Initial Inspection. You will remain liable to pay to us for the full Price for the Agreement Period.

9.6 If we were unable to gain access within 21 days as described in the above term, you will have to pay any costs of Repairs incurred should you report a fault on any part of the installation.

10. Faults found on Initial Inspection

10.1 During the Initial Inspection, if a fault is found on your Appliance or Controls which in our opinion, existed or occurred prior to the date of the Agreement, we shall not be responsible for such Fault (including any subsequent Faults that arise as a result of the Pre-existing Fault) and we shall not be liable to carry out any Repairs to rectify such Faults under our Product. In addition, in the event that such a Fault is found, we reserve the right to cancel the Agreement, and refund any money that has already been paid by you in the current Agreement Period unless you have provided us with false and/or negligently incorrect information prior to or at the start of the Agreement.

10.2 During the initial inspection, we may tell you that remedial work is required to be carried out to your Appliance and provide you with a quotation for that work to be done. If you accept the quotation you must pay for the work before we commence the Work or order any parts to complete the Repair.

11. Appointment Times, Access and Priorities

- 11.1 We shall agree with you a date and time to carry out any Work. Our engineers normally work during the hours of 8:30am and 5:00pm Monday to Friday. We will offer you a choice of appointment time:
- All Day – means the hours between 8:30am and 5:00pm
 - Morning appointment – means anytime between 8.30am and 12:30pm
 - Afternoon appointment - means anytime between 12:30pm and 5:00pm
 - Emergencies are covered 24 hours a day.
- 11.2 All appointment dates and times are subject to availability and change depending on demand levels.
- 11.3 We will always make Heating Repairs, Vulnerable Customers and Emergencies a priority.
- 11.4 If you wish to rearrange an appointment, you must notify us before 12:00pm one day prior to our visit.
- 11.5 We require access to be given to the Property by an adult over the age of 18. If we cannot gain access to the Property we will contact you to make another appointment. In the event of two failed attempts to gain access to your Property you shall be liable to pay an additional charge to cover our costs of £25.00 for a third visit. This will be added to the current excess you will pay.
- 11.6 We reserve the right to cancel your Agreement if we are unable to access the Property to carry out the Work and in these circumstances no refund will be payable for the remaining term of the Agreement.
- 11.7 We shall use all reasonable endeavours to meet any appointment dates and times given but any such dates shall be estimates only and time shall not be of the essence for performance of the Work.

12. Repairs to Your Appliance

- 12.1 If your Appliance is not operating correctly please contact us on 0844 57 11 247 to arrange for an engineer to attend.
- 12.2 We shall carry out Repairs as soon as possible. On arrival at your Property the engineer will check that your Appliance is eligible with the Product you have chosen and set out in your membership documents.
- 12.3 If we need to order any parts to complete the Service or Repair we will need to arrange further appointments with you.
- 12.4 In completing any Work we may use whatever parts we deem to be appropriate for the Work. If the parts are no longer available then section 15 shall apply.
- 12.5 We shall use engineers to carry out Work who are employed by us or who have been approved by us and who are suitably qualified to carry out the Work and where appropriate hold current Gas Safe Registration and Public Liability Cover.
- 12.6 We **will not** reimburse any costs incurred by of another Engineer attending or repairing any fault on the Boiler or Controls.
- 12.7 If an Intermittent Fault is reported to us by yourself, you will be given appropriate advice by our employees. No appointment will be made unless the Fault has become a Total Loss of Heating or Hot Water.

13. Payment

- 13.1 Payment for the Product you have selected will normally be taken by monthly Direct Debit, Debit/Credit Card or Standing Order. The first payment will be collected within 14 days after the start of the Agreement Period and subsequent payments on the same date each month. If you wish to change the date of your monthly payment, please contact us on 0844 57 11 247.
- 13.2 Depending on your preferred payment date, you may be required to pay two monthly payments in the same month at the start of the Agreement Period.
- 13.3 If you fail to make any monthly payments we will notify you and we will not undertake any Work under the Agreement until such time as payments have been made up to date. In such circumstances any due and outstanding payments can be made by Debit or Credit Card, cash or cheque. Failure or early termination of the whole and/or part of this Agreement will result in further action being undertaken. See section 6.6.
- 13.4 If you fail to make any monthly payment we will ask you to pay the full Price immediately.
- 13.5 Payments for additional Work, not included within the Price or the Fixed Fee is required to be paid in advance of the Work or additional work being undertaken. Payments can be made by Cash, Cheque, Debit or Credit Card.
- 13.6 All amounts stated in our Products include VAT.
- 13.7 Time for payment of any sums owing under the Agreement, shall be of the essence of the Agreement.
- 13.8 Without limiting any other right or remedy we may have, if you fail to make any payment due to us under the Agreement by the due date for payment (as set out in your welcome pack), we shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current HSBC's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 13.9 You shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to it by you against any amount payable by us to you.

14. Exclusions

- 14.1 The Agreement does not include any of the following:
- 14.1.1 Repairs or remedial work required as a result of a design fault or installation fault;
 - 14.1.2 Faults we deem to be pre-existing at the start of the Agreement Period;
 - 14.1.3 Improvements;
 - 14.1.4 Repairs to Boilers which require specialist work by some manufacturers.
 - 14.1.5 Boilers which are oil, electrical or under floor heating or warm air heating systems and solid fuels;
 - 14.1.6 Ground, air and water source heat pumps and electrical water heaters, any solar heating systems;
 - 14.1.7 Combination cylinders, cylinders, thermal storage units (TSU) and / or their controls;
 - 14.1.8 Repairs or maintenance that is currently covered by a manufacturer's warranty, i.e. a new boiler;
 - 14.1.9 Fan assisted convector heaters;
 - 14.1.10 Faults caused by sludge, limescale and/or corrosion causing a full or partial blockage and/or water leak;
 - 14.1.11 Any cost of removing sludge or limescale or replacement of blocked parts, requiring specialist power flush or MagnaCleanse system flush equipment;
 - 14.1.12 The removal of asbestos;
 - 14.1.13 The replacement of any designer radiators fitted in your Property;
 - 14.1.14 Resetting of controls such as timers including winter and summer time changes;
 - 14.1.15 The Repair or replacement of flues that are not part of your Boiler;
 - 14.1.16 Cosmetic parts and/or accidental damage;
 - 14.1.17 Intermittent faults of the Boiler or any Controls;
 - 14.1.18 Repair or replacement of hot water cylinders and storage vessels;
 - 14.1.19 Frost damage of any Control or Appliance covered under these Terms and Conditions;
 - 14.1.20 Reinstatement of floorings, decorations, covers, fixtures and fittings damaged as a result of the Work been undertaken, except where the damage is a direct result of our negligence;
 - 14.1.21 Consequential losses as a result of the Fault, access or cancelled appointments i.e. loss of earnings, property damage;
 - 14.1.22 Repairs where you have been advised to undertake remedial or improvement work and have not yet done so;
 - 14.1.23 Service supplies, i.e. gas/water main and electrical supply;
 - 14.1.24 Making access to Repair/replace any Control;
 - 14.1.25 No reimbursement will be made for you or your family seeking alternative accommodation in the unlikely event of damage to property or awaiting the Work to be completed;
 - 14.1.26 Change of address for which you have failed to notify us. See section 6.5;
 - 14.1.27 Any item other than the Boiler (Bronze Policy Only);
 - 14.1.28 External Drainage and/or underground Drainage Systems;
 - 14.1.29 Bath/Shower Seals including the damage caused by leaking Grouts and/or Sealants;
 - 14.1.30 Guttering and/or Fall Pipes, Rainwater collectors, Hoppers;
 - 14.1.31 Shower Pumps, Water Softeners, Shower Mixers, Electric Showers, Macerators i.e. Saniflo Units, Water Softeners and/or Water Filters, Mixer Valves;
 - 14.1.32 Shared Drains, Manholes, Soakaways, Septic Tanks or Cesspits and any blockages caused by frozen effluent.
 - 14.1.33 Repair/s to the Appliance and or System within 21 days of purchasing one of Our Products.

15. If we cannot repair your Gas Boiler or Associated Controls

- 15.1 There may be circumstances when we are unable to Repair your Boiler or Controls, for instance if parts are unavailable or if we consider it to be Beyond Economical Repair. In these circumstances, please read carefully the following items.
- 15.2 If your Boiler is less than 7 years old, replace it with a new Boiler that we have selected as being an appropriate replacement. The replacement of the Boiler includes the cost of installing it but does not include the cost of any upgrades or additional work required to your current Central Heating System that you may want or which are required by legislation standards or the cost of moving the Boiler to another location within the Property.
- 15.3 If your Boiler is older than 7 years we will provide you with a discount of £400 including VAT off the cost of a replacement Boiler installed by us or it's Approved Contractor. You shall be responsible for the cost of the installation and any associated costs.
- 15.4 We will not pay the costs of any other installer replacing the Boiler, provide a cash alternative or provide a discount against the cost of a replacement Boiler by anyone other than us or our Approved Contractor.
- 15.5 Proof of installation date must be available upon request to us in order to process any claim arising under this section.

16. Limitation of Liability

- 16.1 Nothing in these Terms and Conditions shall limit or exclude our liability for:
- 16.1.1 Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - 16.1.2 Fraud or fraudulent misrepresentation; or
 - 16.1.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 16.2 Subject to clause 0:
- 16.2.1 We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement; and
 - 16.2.2 Our total liability to you in respect of all other losses arising under or in connection with the Agreement whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1000.
- 16.3 Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 16.4 This clause 16 shall survive termination of the Agreement.

17. Your Right to Cancel this Agreement

- 17.1 If the Product you have chosen does not meet your expectations you may cancel this Agreement within 14 days following receipt of these Terms and Conditions via post.
- 17.2 Your Agreement will be deemed to be cancelled when we receive your cancellation in writing or on the date you contacting us by telephone or Email.
- Contact us at the following address; Home Direct, PO Box 4865, Sheffield. S12 9DW
 - Contact us by Telephone 0844 57 11 247
 - Contact us by Email at complaints@homedirect247.com

You acknowledge and understand that you will be required to pay for any Work we have carried out within this period, prior to the expiry of the 14 day cancellation period, including the Initial Inspection and Service or Repair costs incurred.

17.3 We may cancel the Agreement if:

- 17.3.1 The Boiler is found to be ineligible after the Initial Inspection and/or a pre-existing fault is found on the Boiler;
- 17.3.2 Any information you have provided to us is false and/or negligently incorrect and such information affects the carrying out of the Work or Repair to your Boiler or its Controls;
- 17.3.3 You have failed to pay the Price or any additional amounts payable by you in accordance with these Terms and Conditions;
- 17.3.4 You fail to provide us access to the Property for the Initial Inspection or Repair to be carried out as covered in Sections 9 and 12;
- 17.3.5 Any parts required to carry out the Work are no longer available or, in our reasonable opinion, your Boiler is Beyond Economic Repair;
- 17.3.6 We are unable to carry out the Work or are prevented from carrying out the Work or a substantial part of it due to something which is beyond your or our reasonable control (including, without limitation, any health and safety issues);
- 17.3.7 We are unable to have adequate access to undertake the Work;
- 17.3.8 Any of the Exclusions listed in Section 14 apply;

- 17.4 Subject to Section 16, we shall be entitled to retain and/or recover a fair and reasonable proportion of the Price from you to cover any losses or costs up to the total value of the Agreement that we suffer as a result of cancellation of this Agreement by you as follows;

- 17.4.1 Boiler Repair - £185.90
- 17.4.2 All other Repairs - £120.00
- 17.4.3 Gas or Water leak Repair - £110.50
- 17.4.4 Initial Inspection - £45.00

18. Excess

- 18.1 Bronze Policy only will incur a charge of £20.00.
- 18.2 The Excess will be paid in full to us on completion of the Repair/s to the Boiler and/or its Controls.
- 18.3 Subsequent Repairs deemed as the same fault within 28 days after the initial Repair is completed will not incur further Excess payments, subject to the attending engineers report.
- 18.4 A Repair that is related to the same fault but has gone over the 28 days will be treated as a new breakdown and/or Fault and will incur a further Excess payment.

19. Data Protection

- 19.1 We will process your personal details to enable us to provide you with the Product and for administration of this Agreement (including debt collection), risk assessment, marketing and the offering of any of our company's products or services (unless you have notified us that you do not wish to receive such marketing), market research, after sales service, including notifying you of when your Service is due, system testing, analysing your account history and to detect and prevent fraud. Your personal details may be disclosed to our employees, Contractors, service providers.
- 19.2 We may share your personal details with the persons mentioned in paragraph (above) and relevant trade bodies (including the Gas Safe Register) and all other associated bodies who may need to pass the information on to the relevant body to comply with Building Regulations or other regulatory requirements and/or in order to carry out the Work and any after sales service.
- 19.3 We may search the files of credit reference agencies to carry out credit checks on you and the agencies may record a copy of the search and may share it with other organisations to assist with credit related decision making and fraudulent activity.
- 19.4 We may monitor and/or record your telephone calls for training and security purposes.

20. Other Information

- 20.1 We may vary these Terms and Conditions at any time and shall notify you of such change as soon as reasonably possible. Where the variation is a significant disadvantage, you may cancel the Agreement by notifying us in writing within 7 days after we have sent you the notification of the variation. In these circumstances you will not be liable to pay for the remaining part of the Agreement Period. The variation shall not apply to an Agreement that has been cancelled.
- 20.2 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.
- 20.3 Other than yourself we do not intend that any other person can benefit from this Agreement.
- 20.4 These Terms and Conditions and the Agreement are subject to the laws of England and Wales and the exclusive jurisdiction of the Courts of England and Wales.

